### STATE OF IOWA **MASTER AGREEMENT**

MA# 005 CT2956MVCS 1

**EFFECTIVE BEGIN DATE:** 10-03-2005 **EXPIRATION DATE:** 09-30-2006

PAGE: 1 of 4

**BUYER:** ASHLEY SUPER

ashley.super@iowa.gov

515-281-7073

FOB Dest, Freight Prepaid

PAYMENT TERMS (%): DAYS:

**VENDOR:** 

Fields of Opportunities

**COMPUTER STRUCTURES INC** 

2346 Echo Hills Cir NE

Atlanta, GA 30345

USA

**VENDOR CONTACT:** 

Richard Driscoll

**PHONE**: 404-321-0556 EXT: **EMAIL:** rickd@computerstructures.com

**VENDOR #:** 58251813300

#### **DESCRIPTION OF ITEMS CONTRACTED**

Computer Racks per Bid BD80500S363 attached. THIS MA DOCUMENT FOR PAYMENT PURPOSES ONLY SEE ACTUAL SIGNED CONTRACT ATTACHED.

#### **RENEWAL PERIODS**

FROM 10-01-2006 TO 09-30-2007 FROM 10-01-2007 TO 09-30-2008 FROM 10-01-2008 TO 09-30-2009 FROM 10-01-2009 TO 09-30-2010 FROM 10-01-2010 TO 09-30-2011

#### **THRESHOLDS**

MINIMUM ORDER AMOUNT: **MAXIMUM ORDER AMOUNT: NOT TO EXCEED AMOUNT:** 

#### **AUTHORIZED DEPARTMENT**

ALL

SUB Political Sub-divisions

	TOTAL	\$0.00
VENDOR:	THIS MA IS SUBJECT TO TH CONDITIONS ATTACHED HE	ERETO.
APPROVED BY:	PLEASE SEE ATTACHMENT FURTHER DESCRIPTIONS.	'S FOR



# STATE OF IOWA MASTER AGREEMENT

MA# 005 CT2956MVCS 1

EFFECTIVE BEGIN DATE: 10-03-2005 EXPIRATION DATE: 09-30-2006

PAGE: 2 of 4

LINE NO.	QUANTITY / SERVICE DATES UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000	2046459	\$0.000000
			\$0.00000

RACKS, COMPUTER EQUIPMENT



Fields of Opportunities

EFFECTIVE BEGIN DATE: 10-03-2005 EXPIRATION DATE: 09-30-2006 PAGE: 3 of 4

#### **TERMS AND CONDITIONS**

#### Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

#### Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

#### Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

#### Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

#### **Termination-Non-Appropriation**

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

#### **Immunity of State/Fed Agencies**

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

#### **Assignment**

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

#### **Anti-Trust Assignment**

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

#### **Delivery and Acceptance**

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

- A. Deliveries All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.
- B. Delivery Charges All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.
- C. Notice of Rejection The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of lowa at any time after acceptance.

#### **Delivery and Acceptance (cont)**

- D. Disposition of Rejected item The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
- E. Testing After Delivery Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

#### Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

#### Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

#### **Nondiscrimination**

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

#### Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

#### **Taxes**

MA# 005 CT2956MVCS 1

# STATE OF IOWA MASTER AGREEMENT

Fields of Opportunities

EFFECTIVE BEGIN DATE: 10-03-2005 EXPIRATION DATE: 09-30-2006 PAGE: 4 of 4

The State of lowa is exempt from the payment of lowa sales tax, motor vehicle fuel tax and any other lowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The lowa Department of Revenue exemption letter will be furnished to a vendor upon request.

#### **Hazardous Material**

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

#### Public Records

The laws of the State of lowa require procurement records to be made public unless exempted by the Code of lowa.

#### Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District or Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

#### **Records Retention**

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of lowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of lowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

#### **Independent Contractor**

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

#### **Performance Monitoring**

For all service contracts, the requirements of lowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

#### N60

**NET 60 DAYS** 

1305 East Walnut Street Hoover State Office Building, Level A Des Moines, IA 50319-0105

CONTRACT AGREEMENT No. CT2956MVCS

#### SHORT FORM CONTRACT

Vendor

Computer Structures, Inc.

2346 Echo Hills Cir NE

Atlanta, GA 30345

Seneral Contract available
to all State Agencies and
political subdivisions.

CONTRACT PERIOD - Effective 10-03-05

Terminates 09-30-06

# DESCRIPTION OF ITEMS CONTRACTED

Contract for COMPUTER RACKS AND ACCESSORIES AS LISTED BELOW pursuant to the specifications, terms and conditions of Bid No. BD805008363 dated 07-15-2005 and vendor's proposal on file with The Department of Administrative Services, GSE Purchasing, Hoover Building, Level A, Des Moines, Iowa 50319-0105. This contact may be mutually renewed on an annual basis pending satisfactory contractor performance and price stability. Total contract term can not exceed six years.

This contract does not guarantee the contractor any certain volume of sales.

Invoice prices can not exceed those stated unless the contract is formally amended to adjust stated prices for changes in shipping costs.

Rack, FRAMES & RAILS E42691N1NNNNNNB \$ 694.72 EA
Cooper B-Line E2 Cabinet; 36 x 24 x 79.75; 42U; Typical Delivery: 30 days ARO

#### OPTIONS FOR ABOVE:

Steel lacing or mounting straps EVCT463B	\$	43.88	EA
Power strip VPS701512L	\$	67.57	EA
Sliding Shelf with mounting hardware QRTSV75B	\$	132.68	EA
Front or Rear Door, Perforated EV26VSB	\$	125.31	EA
Front or Rear Door, Solid E426SSB	\$	113.02	EA
Side panel, Perforated EVSPF429B	\$	113.64	EA
Side panel, Solid EPSPF429B	\$	95.82	EA
Roof-mounted fan tray ETP569B	\$	139.43	EA
Grounding strap or bus bar E2MAGB	\$	14.74	EA
Stabilizing or anti-tip plate EVCT463B	\$	108.11	EA
Other items for Cooper B-Line: Mfg Suggested Retail List Price discount.	1	ess 18.	3 %

#### TERMS AND CONDITIONS:

A. PRICES ARE FOB DESTINATION anywhere within Iowa, ship point to final location, dock delivery. Lift gate delivery and / or inside delivery will be additional charges. All delivery charges shall be to the

- account of the vendor whenever possible. If not, all delivery charges shall be reimbursed to the State of Iowa.
- B. REMEDIES UPON DEFAULT In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.
- C. FORCE MAJEURE Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.
- D. SUBCONTRACTORS The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.
- E. TERMINATION-NON-APPROPRIATION Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.
- F. IMMUNITY OF STATE/FED AGENCIES The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.
- G. ASSIGNMENT Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.
- H. ANTI-TRUST ASSIGNMENT For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.
- I. DELIVERY All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may

- result in cancellation of an order or termination of a contract at the option of the State.
- J. DELIVERY CHARGES All delivery charges shall be to the account of the vendor whenever possible. If not, all delivery charges shall be reimbursed to the State of Iowa.
- K. NOTICE OF REJECTION The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.
- L. DISPOSITION OF REJECTED ITEM The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
- M. TESTING AFTER DELIVERY Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.
- N. TITLE TO GOODS The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances. Title to goods and Risk of loss/damage transfers from seller to buyer after delivery and the acceptance by buyer.
- O. INDEMNIFICATION To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.
- P. NONDISCRIMINATION The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.
- Q. WARRANTY The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314. ALL PRODUCT CARRIES FULL USA OEM WARRANTY
- R. TAXES The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.
- S. HAZARDOUS MATERIAL All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.
- T. PUBLIC RECORDS The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.
- U. JURISDICTION The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and

all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District or Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa. If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

- V. RECORDS RETENTION The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.
- W. INDEPENDENT CONTRACTOR The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

X. PAYMENTS - Payments via EFT or credit card is acceptable.

FOB POINT DESTINATION
PAYMENT TERMS: N60 days
VENDOR CONTACT: Rick Driscoll
VENDOR PHONE: 404-321-0556
VENDOR FAX: 404-321-1656

VENDOR EMAIL: rickd@computerstructures.com

VENDOR I.D. NO.: 58251813300

PURCHASING CONTACT: Ashley Super PURCHASING PHONE: 515-281-7073 PURCHASING FAX: 515-242-5974

PURCHASING EMAIL: ashley.super@iowa.gov

COMMODITY UNIT COST UNIT / DESCRIPTION

2046459 0.000000 See Above

\_\_\_\_\_

Purchase Orders to show reference to above Contract Number

IN WITNESS WHEREOF, the parties have executed this agreement as of the date of signature by State of Iowa below.

For STATE OF IOWA:

For CONTRACTOR: Computer Structures, Inc.

Ashley Super, PA III

Name: Richard Driscoll

Department of Admin Services

Title: VP

Signature

Date

Thomas J. Vilsack, Governor Sally J. Pederson, Lt. Governor

General Services Enterprise

Mollie K. Anderson, Director Paul F. Carlson, Chief Operating Officer

Friday, August 26, 2005

To: All Bidders via Email and Facsimile

RE: Bid # BD80500S363- Multiple Vendor General Statewide Contracts on Computer Network Racks.

#### NOTICE OF INTENT TO AWARD

The Iowa Department of Administrative Services, on behalf of all State Agencies and Political Sub-Divisions within Iowa, announces its intent to award the aforementioned bid to the following five (5) companies, subject to the execution of written contracts.

- Mazda Technologies of Dublin, CA pending verification of compliance to UL94 with a rating of V1 min and of UL/CSA approval of options offered.
- Information Support Concepts of Arlington, TX, pending verification of their stated static load capacity of 1500 lbs minimum and use of 14 gage steel construction plus verification of compliance to the EIA 310-D and to UL94 with a rating of V1 min.
- Computer Structures of Atlanta, GA pending verification of their stated 42U height; of compliance to the EIA 310-D standard and of UL/CSA approval of options offered.
- Rackmount Solutions of Garland, TX
- o Wright-line, LLC of Worchester, MA

A bid from <u>Techrack Systems of Dallas, TX</u>, was presumably for the same rack as bid by Mazda Technologies but the Techrack bid was higher in price. In addition, Techrack did not provide any product data information as required. See attached summary of bid prices.

A bid from Zones Corporate Solutions of Auburn, WA was for the same rack as bid by Wright-line, LLC but the Zones bid was higher in price. See attached summary of bid prices.

This Notice of Intent to Award is subject to the execution of written contracts and, as a result, this Notice does NOT constitute the formation of a contract between the State and any of the successful vendors. The State further reserves the right to cancel the award at any time prior to the execution of a written contract. This notice begins the five- (5) day appeal period per lowa Administrative Code 11—105.20 attached.

Thank you for participating in the bid process.

Sincerely,

Ashley Super, Purchasing Agent III

Phone: 515-281-7073

E-mail: Ashley.Super@iowa.gov

## SUMMARY OF BID PRICES SUBMITTED

	Mazda	S	Info upport	Comp	Rad	kmount	Wr	ight-line	Te	echrack	Zones	
Frame & rails	\$ 650.00	\$	680.00	\$ 694.72	\$	717.00	\$	846.05	\$	924.10	\$ 1,139.88	
Lacing bars	\$ 45.00	\$	75.00	\$ 43.88	\$	108.40	\$	40.71	\$	48.80	\$ 54.85	
Power strip	\$ 110.00	\$	120.00	\$ 67.57	\$	75.10	\$	110.62	\$	138.10	\$ 149.05	
Roll-out shelf	\$ 80.00	\$	125.00	\$ 132.68	\$	106.61	\$	177.00	\$	88.45	\$ 238.47	
Doors - perf	\$ 112.00	\$	215.00	\$ 125.31	\$	176.25	\$	288.51	\$	124.90	\$ 388.70	
Sides - perf	\$ 199.00	\$	230.00	\$ 113.64	\$	184.30	\$	152.22	\$	198.25	\$ 205.09	
Fan tray	\$ 70.00	\$	145.00	\$ 139.43	\$	122.20	\$	253.11	\$	76.25	\$ 341.01	
Ground bar	\$ 40.00	\$	160.00	\$ 14.74	\$	130.85	\$	116.82	\$	43.60	\$ 157.39	
Anti-tip plate	\$ 110.00	\$	40.00	\$ 108.11	\$	46.30	\$	35.40	\$	106.75	\$ 47.69	



10-Aug-05

**Ashley Super** 

Iowa Department of Administrative Services, GSE Hoover State Office Bldg, Level A Des Moines, IA 50319 email: ashlev.super@iowa.gov

Phone: 515-281-7073 Fax: 515-242-5974

RE: SEALED BID # BD80500S363

Dear Ms. Super::

Thank you for the opportunity to bid for One Year Multiple Vendor Contract(s) for Computer Networking and Storage Racks.

**Computer Structures** 

Atlanta, GA 30345 Telephone: (800

Valid for 365 days

Fax:

2346 Echo Hills Circle NE

rickd@computerstructures.com
Quote: stateofiowa081505-e2

(800) 293-0557

(404) 321-1656

We present the E2 Next Generation, an innovative new comm / /data cabinet system designed with the user in mind. Each feature of E2 Next Generation cabinets has been carefully engineered for maximum functionality and flexibility. This cabinet system lets you configure your own cabinet and choose from a variety of compatible accessories, ensuring the perfect fit for your unique application. We realize just how valuable your equipment is, and just how crucial the choice of electronic enclosures can be. That's why the E2 Next Generation Electronic Enclosure offers you the utmost in security and flexibility.

The E2 line includes a system of configurable cabinets and a complete offering of accessories. Each is customizable to tailor to almost any requirement with a variety of solid, vented and perforated doors, side panels, and top panels.

Please call with me any questions at (800) 293-0557.

Thank you for choosing Computer Structures. We really appreciate your business.

Sincerely,

Rick Driscoll

**Technical Accounts Manager** 

fick Duscold

Issue Date: July 15, 2005



## **REQUEST FOR SEALED BID # BD80500S363**

This is Not an Order

To: Potential Bidder:

Please submit bid on Computer Rack Contract

No substitutions or specification alterations allowed. Bid is for all or none.

Bid is for One Year Multiple Vendor Contract(s) for Computer Networking and Storage Racks. Awarded Contract(s) shall be available for use by all State of Iowa Agencies and Political Subdivisions within Iowa. No vendor is guaranteed any certain volume of sales. Proposed units must have all the following features and must meet all the following specifications:

The following specifications for computer, networking, and storage cabinets are designed to facilitate the state's needs to efficiently handle equipment mounting, cabling, and grounding within a secure cabinet environment. The cabinet shall be the make and model <u>or an equal</u> to the WrightLine Vantage line of cabinets (www.wrightline.com). Part numbers for the WrightLine Vantage frame and options are specified. Specifications for these cabinets include, but are not limited to, the following requirements and features:

**Base Equipment and Features Specifications** (WrightLine Vantage **or equal** – Frame - # V4742736; Rack mount rails - 19 inch - # V574RR1):

- 1 The cabinet shall be designed to provide a secure, managed environment for computer, networking and storage equipment;
- 2 The cabinet shall conform to the Electronics Industry Association (EIA) 310-D standard for cabinets, racks, panels and associated equipment;
- 3 The cabinet shall be designed with four vertical posts that provide the structural integrity of the cabinet. Rack-mount equipment should be able to be installed on four separate vertical mounting rails:
- 4 All plastic components shall comply with Underwriters Laboratory Specification 94 with V-1 rating or better;
- 5 There shall be no burrs along any surface and any welded joints should be ground and free from weld spatter;
- 6 The cabinet design shall be flexible to allow users to customize the cabinet by ordering major components without having to order a prepackaged design;
- 7 Provisions shall be provided to tie all major cabinet components into the system ground;
- 8 All electrical options or accessories shall be UL/CSA recognized or approved;
- 9 Cabinet designs must meet or exceed all third-party rack requirements for the major server manufacturers:
- 10 Equipment mounting height shall support up to 42U (42 "rack units" within the rack, and a rack unit (or 1U) is defined as 1.75 inches/44.45mm)
- 11 Equipment mounting width shall support 19-inch rack-mount equipment:
- 12 The cabinet shall support a static load (weight, evenly distributed, supported by leveling feet) of at least 1,500lbs (681kg);
- 13 The frame shall be constructed with a minimum of 14-gauge steel. Aluminum frames shall not be allowed. The frame design shall allow for the field attachment of front doors, rear doors, side panels, roofs, and expansion frames without disrupting rack-mount equipment or cables. The frame design shall ship with leveling feet preinstalled;

- 14 The vertical mounting rails shall have infinite depth adjustment in the field. The vertical mounting rails shall be constructed of 14 gauge steel and have square equipment mounting holes or threaded holes. The vertical mounting rails shall have each U space identified by a line at the top and the bottom of each U. The number U space shall be marked on the middle hole of each U. Each U consists of three holes and measures 1.75-inches (44.45mm) high;
- 15 The front door shall be designed with quick-release hinges allowing for easy detachment in the field by one person without the use of tools. The front door shall be designed to be reversible in the field so that it opens from either side. The front door shall be perforated to comply with major server manufacturers' requirements for proper airflow. At a minimum, the perforation pattern shall be 61 percent open;
- 16 The rear door shall be designed with quick-release hinges allowing for quick and easy detachment in the field by one person without the use of tools. The rear door shall perforated, like the front door, and be designed to be reversible in the field so so that it opens from either side:
- 17 Side panels shall be removable in the field by one person without the use of tools. The side panels shall not preclude cable routing along the side of installed rack mount equipment;
- 18 The cabinet shall provide provisions to mount a roof mounted fan tray, and the fan tray shall not encroach on the mounting space. The roof shall be modular in design so style can be changed out without removing cables from grommet panels;
- 19 The cabinet shall ship with four adjustable leveling feet to help provide a stable base while installed on an uneven floor surface and to prevent rolling. The cabinet shall have provisions for adding an anti-tip foot at the factory or in the field;
- 20 Baying or ganging of cabinets shall be accomplished without disturbing any rack mounted equipment or cables. The baying method shall be able to be accomplished quickly by one person using minimal hardware without having to move the cabinet in any specialmanner. The baying hardware should be provided with every cabinet and not require the purchase of separate kits. The baying or unbaying of any cabinet shall be possible only when access to the cabinet has been granted;
- 21 The cabinet design shall allow a clearance for wiring access of at least three (3) inches between the front vertical mounting rails and the inside surface of the front door. The cabinet design shall allow a clearance for wiring access of at least one and one-half (1.5) inches between the side panel and the vertical mounting rails;
- 22 The recommended routing of cables or power cords, or the mounting of vertical power strips in the rear of the cabinet shall not block the front-to-rear airflow required by servers.

The undersigned bids the following and agrees to all conditions stated herein.	terms and Price EA in US Dollars	Delivery Time Business Days ARO
Unit as specified above. Attach detailed product de State Make. Cooper B-Lin Model E2  Length 36 Width 24 Height 79.	\$694.72	30

### **Optional Equipment Specifications:**

At	tach	complete Product Data Sheets on each:	Dollars
		Steel lacing or mounting straps available at the rear of both sides of the cabinet	
		to support power strips on both sides and/or cable management (Equal to	\$43.88
		Wrightline # V3LACN74);	7
		Power strips mountable vertically at the back of the cabinet and containing at	\$67.57
		least 10 outlets, 15A, 125V (Equal to Wrightline # LPS6015);	
	c)	A19-inch rack-mountable roll-out shelf, 28-inches deep, with mounting	\$132.68
		hardware (# Equal to Wrightline V3RS1928);	•

Price EA in US

d)	Front and rear doors in solid and perforated options. Front door and rear doors	\$113.02
	shall have a handle and lock using a universal key that unlocks the side panel	
	lock. Options for different keyed locks with master override shall be available.	\$125.31
	(Perforated - Equal to Wrightline # V3P7427L);	
e)	Side panels in solid and perforated options (Equal to # V4PP7436);	95.82/113.
	A roof-mounted fan tray (# Equal to Wrightline V4T27364);	\$139.43
g)	A grounding strap or bus bar mountable vertically at the back of the cabinet	\$14.74
	(Equal to Wrightline # V3CBB74);	<b>'</b>
h)	A stabilizing or anti-tip plate that is mountable at the bottom exterior of either	\$108.11
	side of the cabinet (Equal to Wrightline # V3ATFT00);	,

Prices must be **FOB Destination anywhere within lowa**, all shipping and handling costs included, **Net 60 days payment terms**. All Product (as priced above) to be new and carry the full USA OEM Warranty. Provide complete product data sheets with bid for all proposed products itemizing all specifications as proposed, plus complete warranty and support details. Contracted Prices shall remain firm for at least two years. Contract(s) will be awarded based on price of units that meet above specifications. The State of lowa intends to award one contract for each make / model offered that meets the above specifications and only to the one vendor proposing the lowest price on that make / model. Contract(s) may be mutually renewable on an annual basis, not to exceed six years in total contract term, depending upon such factors as satisfactory vendor / product performance, technical support and price escalation history.

The State does not pay tax. Standard State of Iowa Terms and Conditions per attached will apply.

Bid to be valid for 90 days. No part of bid may be marked confidential. Submit signed Federal W9 form with bid.

All questions regarding this bid must be submitted before August 4, 2005 via Email only to: ashley.super@iowa.gov Updates to this bid will be posted at: http://eservices.iowa.gov/rfp/ or upon request.

 YOUR SIGNATURE (required):
 Date: 8/10/2005

 Name (printed):
 Rick Driscoll
 Phone #: 404-321-0556

 Company Name:
 Computer Structures, Inc.
 Fax #: 404-321-1656

 Mailing Address:
 2346 Echo Hills Cir NE
 FEIN #
 58-2518133

 City State Zip:
 Atlanta, GA 30345

 Email Address:
 rickd@computerstructures.com

Bid must be received in a SEALED ENVELOPE no later than 3:00 PM CT on August 15, 2005 Sealed Envelope must be marked with Bid # and Due Date.

#### Submit bid only to:

Ashley Super, PAIII
lowa Department of Aministrative Services, GSE
Hoover State Office Bldg, Level A
Des Moines, IA 50319

Fax: 515-242-5974 Ph: 515-281-7073

Email: ashley.super@iowa.gov

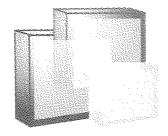


# Iowa Department of Administrative Services, GSE

## Computer Networking and Storage Racks

Qty	Part Number	Description	Price	E	ktension
		Base Rack with Rails			
1	E42691N1NNNNNNB	E2 Cabinet, 42U High, 24" Wide, 36" Deep, 19" EIA Square Hole, 1 Compartment, No Front Door, No Rear Door, No Side Panels, Top Panel Options: None, Black Including (50) #12-24 cage nuts, (50) #12-24 Phillips Head screws, bolt through ganging kits and leveling feet.	\$ 694.72	\$	694.72
		Optional Equipment Specifications			,
1	EVCT423B	Steel Lacing Vertical Cable Tray 3" x 42 U Black, Fitted Rear Right , Compartment 1	\$ 43.88	\$	43.88
1	VPS701512L	Vertical Power Strip, 6ft., 15 amp, 12 outlet, Twist Lock Plug	\$ 67.57	\$	67.57
1	QRTSV75B	Quick Release 19" Sliding Shelf 29.53" deep (black)	\$ 132.68	\$	132.68
1	E426VSB	E2, Vented Door,42 U,24" wide, LH Hinge, Single point keyed alike, Black	\$ 125.31	\$	125.31
1	E426SSB	E2, Solid Door, 42 U,24" wide, LH Hinge, Single point keyed alike, Black	\$ 113.02	\$	113.02
1	EPSPF429B	E2, Plain Side Panel, Full Depth, 42 U, 36" deep, Black	\$ 95.82	\$	95.82
1	EVSPF429B	E2, Vented Side Panel, Full Depth, 42 U, 36" deep, Black	\$ 113.64	\$	113.64
1	ETP569B	E2 Fan Top Panel 550 CFM, Black	\$ 139.43	\$	139.43
1	E2MAGB	Grounding Bar	\$ 14.74	\$	14.74
1	EEK6	Grounding Kit	\$ 30.23	\$	30.23
1	EATK69B	E2, Anti Tip Kit, 24" wide,36" deep, Black	\$ 108.11	\$	108.11

All prices are FOB Destination (anywhere in the State of Iowa), Dock Delivery, please allow a 6 month adjustment in the contract for fluctuating freight costs.

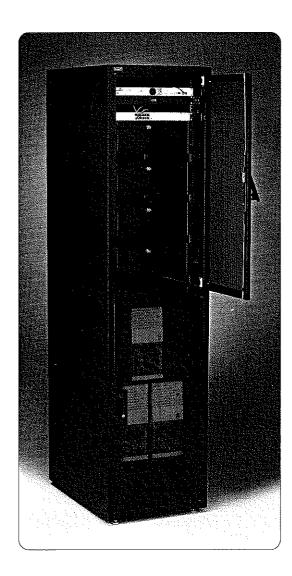


COMPUTER STRUCTURES We put technology in its place!



# **Product Highlights**

- Cabinets are configurable to user specifications
- Colocation options are available
- Cabinets are field retrofittable
- Complementary power management units and accessories are available
- Complete line of compatible cable management and shelving accessories
- Custom configurations can be accommodated



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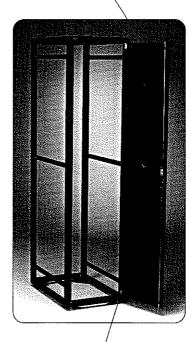
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# Introduction- Construction

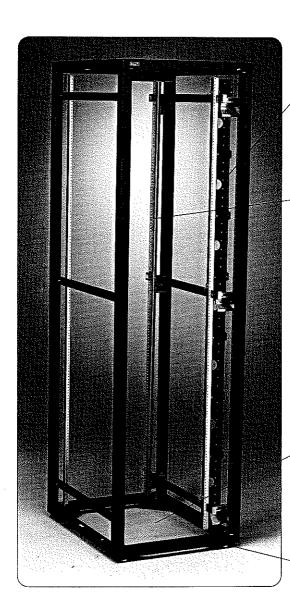


**Cooper B-Line** is proud to bring you E2 Next Generation, an innovative new comm/data cabinet system designed with the user in mind. Each feature of E2 Next Generation cabinets has been carefully engineered for maximum functionally and flexibility. This cabinet system lets you configure your own cabinet and choose from a variety of compatible accessories, ensuring the perfect fit for your unique application. Cooper B-line realizes just how valuable your equipment is, and just how crucial the choice of electronic enclosures can be. That's why our E2 Next Generation electronic enclosures offer you the utmost in security and flexibility.

Doors with choice of six (6) different locking mechanisms (2-point locking shown)

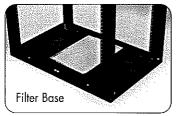


Heavy-duty spring hinges allow easy door removal



Cable Management options

Adjustable IEC Square Hole or #12-24 tapped rails



Solid or filter base options

Jacking feet with corner which makes caster installation simple





**E2 next generation Cabinets** are the four-post cabinet of the future! Engineers at Cooper B-Line have used their extensive expertise to design the strongest, most flexible, most secure cabinet on the market.

Notable design features include:

- Heavy-duty, welded four-post frame
- Choice of 19" or 23" EIA square hole or #12-24 tapped rails
- Ventilation options for doors, side panels, top, and base, including perforation, vents, and fans
- Choice of keying and door lock type, offering additional security
- Colocation cabinets offer shielded vertical tubes attached in colocation sections

#### **Static Load Capacity:**

1400 lbs. (635kg) • 42u Static Load: 1500 lbs

#### **Standard Cabinet Colors:**

- Gray
- Black

### **Packing Options:**

Standard pack - cabinets ship fully assembled

## Configure your cabinet in four simple steps.

Use the four steps on page 4 to configure a complete E2 next generation cabinet:

- Step 1. Choose frame size, rail type, and rail location (See pages 5 and 6 for details)
- **Step 2.** Choose doors (See pages 7 and 8 for details)
- **Step 3.** Choose side panels (See pages 9 and 10 for details)
- **Step 4.** Choose top panels (See page 11 for details)





Front & Rear Doors Step Two





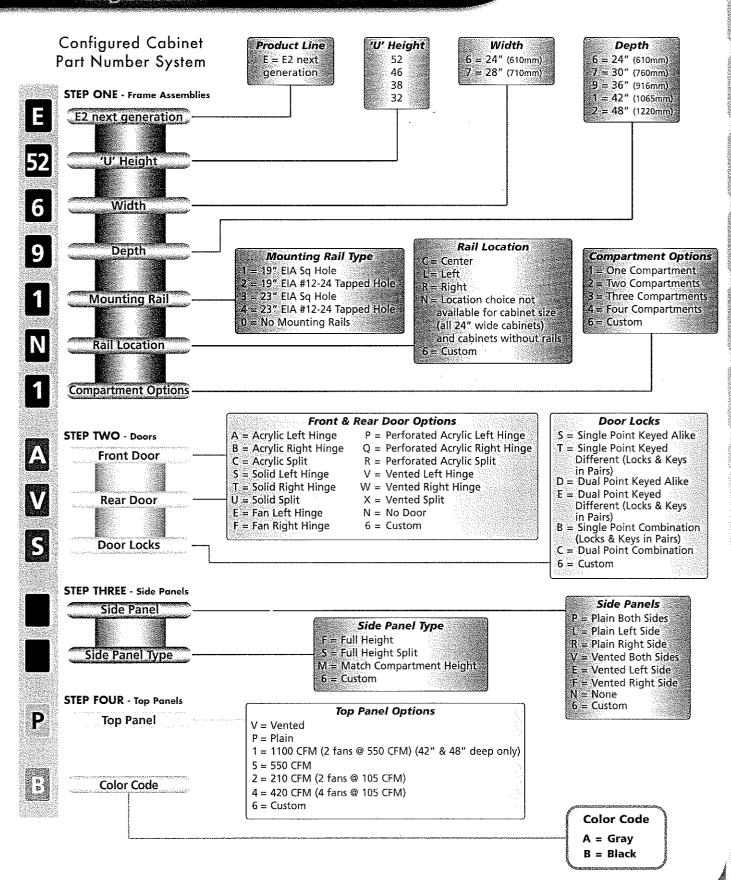
Step Four

Top Panels



Side Panels Step Three

# Four Easy Selection Steps



#### **TERMS AND CONDITIONS**

#### **Exclusive Agreement**

The contract which results from this bid solicitation constitutes the exclusive agreement between the parties and incorporates the provisions of these terms and conditions, and supersedes any previous agreements, either written or oral. The terms and conditions hereof may not be altered without prior written consent of both parties.

#### Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

#### **Force Majeure**

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

#### **Subcontractors**

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

#### **Termination-Non-Appropriation**

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

#### Immunity of State / Federal Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

#### Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the Department of Administration, General Services Enterprise.

#### **Anti-Trust Assignment**

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of lowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of lowa, relating to the particular goods or services purchased or acquired by the State of lowa pursuant to the using State of lowa agency.

#### **Delivery and Acceptance**

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

- A. Deliveries All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.
- B. Delivery Charges All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.
- C. Notice of Rejection The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the Department of Administration, General Services Enterprise. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of lowa at any time after acceptance.
- D. Disposition of Rejected item The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
- E. Testing After Delivery Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

#### **Title to Goods**

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

#### Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

#### Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment.

#### Warranty

The vendor expressly warrants that all goods shall be merchantable in accordance with UCC Section 2-314 and the lowa Code, Section 554.2314.

#### Taxes

The State of lowa is exempt from the payment of lowa sales tax, motor vehicle fuel tax and any other lowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials.

#### **Hazardous Material**

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations.

#### Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

#### Jurisdiction

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District or Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa. If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

#### **Records Retention**

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

#### **Independent Contractor**

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

#### **Performance Monitoring**

For all service contracts, the requirements of lowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

Thomas J. Vilsack, Governor Sally J. Pederson, Lt. Governor

Mollie K. Anderson, Director Paul F. Carlson, Chief Operating Officer

Monday, August 01, 2005

To: All Potential Bidders

From: Ashley Super, Purchasing Agent III

Phone: 515-281-7073

E-mail: Ashley.Super@iowa.gov

RE: **AMENDMENT ONE** to Bid #BD80500S363 Computer Rack Contract

Following are answers to eight (8) timely received questions.

Q1: How many server racks are you looking to get a quote for?

A: We estimate that DAS-ITE will need in the range of 28 - 35 racks during Fiscal 06. However, DAS-ITE makes no guarantee that this quantity or any minimum quantity will be purchased. Other agencies and political sub-divisions may also purchase from this MA but we do not know their intentions or needs.

Q2: Do you have any height restrictions?

A: Based on the requirement to support 42U, total height should not exceed 85 inches (including fan top).

Q3: Any particular color?

A: There is no particular color requirement but we prefer black or standard grey.

Q4: Do you have a scheduled rollout (20, 30 etc. cabinets)?

A: We intend to buy as needed. There is no guarantee of any volume of sales.

Q5: Do we list pricing for the complete enclosure or just the frame and rack mount rails?

A: Our initial answer to this question was that we need a price for the complete enclosure, however, see answer to Question #7 which better explains.

Hoover Building, Level A Des Moines, Iowa 50319 Phone (515) 242-5120 Fax (515) 242-5974

- Q6: Do you want prices for both solid and perforated or only perforated?
- A: We would need pricing for both solid and perforated sides.
- Q7: [Do we] list the frame and rails, which remain consistent throughout all orders, and then breakdown all pricing as asked in the accessories and optional [so that] the State will have the flexibility to configure the exact enclosure needed for any application over the life of the agreement [or do we] list a price for the complete enclosure in the first section of the bid?
- A: As listed in the bid, the base equipment quote should include only the frame and the rails as one package price. All other optional items, (which will be obtained optionally to "fill-out" a rack), should be listed separately as listed in the section titled, "Optional Equipment Specifications".
- Q8: You are asking for a firm price, for two years, with shipping included. Freight two years ago on our server cabinet to most places was less than \$200. The same cabinet is costing \$350-\$400 to ship in July 2005. All of your bidders will face the same issues in trying to be competitive, while still allowing enough margins for small profit and completely unpredictable freight costs. Can you make some allowance for shipping freight prepay and add or to allow a 6 month adjustment in the contract to allow for fluctuating freight costs?
- A: Please add a sidebar to your bid that you want us to allow a 6 month adjustment in the contract for fluctuating freight costs. I believe we can accommodate that if you are awarded a contract. All prices in your bid however should be FOB Destination, freight and handling included using current freight costs.

END OF AMENDMENT ONE



# STATE OF IOWA **48 Hour Procurement Notice System**

**TSB Procurement Information** 

Reference Number: BD80500S363

08/15/2005 **Bid Closing Date:** 

Ashley Super **Contact Name:** (515) 281-7073

ashley.super@iowa.gov **Contact Email:** 

das.gse.iowa.gov/purchasing/index.html Contact Web URL:

Division: Department of General Services

**Procurement County:** 

**Contact Phone:** 

7/13/2005 4:08:01 PM **Procurement Entry Date:** 

**Procurement Description:** 

One Year Multiple Vendor Contract(s) for Computer Networking and Storage Racks per Specications listed in Bid Document.

Return to the Search page